



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 808
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BOARD OF SUPERVISORS

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First District

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September 07, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

18 September 7, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL TO ACCEPT A GRANT AWARD FROM THE COUNCIL OF STATE AND TERRITORIAL EPIDEMIOLOGISTS, EXECUTE AMENDMENT NUMBER 13 TO AGREEMENT NUMBER H-752550 WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., AND AN APPROPRIATION ADJUSTMENT (ALL SUPERVISORAL DISTRICTS) (4 Votes)

SUBJECT

Approval to accept a grant award from the Council of State and Territorial Epidemiologists to participate in the Influenza Incidence Surveillance Project, execute an amendment to an agreement with Public Health Foundation Enterprises, Inc., and authorize an appropriation adjustment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept a grant award in the amount of \$220,606 from the Council of State and Territorial Epidemiologists (CSTE) (Exhibit I) to participate in the Influenza Incidence Surveillance Project (IISP), for the period of June 1, 2010 through May 31, 2011.
2. Delegate authority to the Director of DPH, or his designee, to accept future IISP awards from the CSTE through May 31, 2016, with substantially similar terms to the current award, that do not to exceed the prior year's base award by more than 25 percent, subject to review and approval of County Counsel and the Chief Executive Office (CEO), and notification to your Board.
3. Delegate authority to the Director of DPH, or his designee, to accept and execute any amendments to the CSTE award for each individual term that allow for the rollover of unspent prior year funds, the internal redirection of funds, the increase or decrease in funding that does not exceed 25 percent of that year's base award, and/or revision of the term of the award, subject to

review and approval by County Counsel and the CEO, and notification to your Board.

4. Authorize and approve the Director of DPH, or his designee, to execute Amendment Number 13 to Agreement Number H-702550 with Public Health Foundation Enterprises, Inc. (PHFE) for temporary personnel services (Exhibit II) in the amount of \$77,310, increasing the total maximum obligation from \$31,414,026 to \$31,491,336, effective upon date of Board approval through May 31, 2011, 100 percent offset by funding from CSTE.

5. Approve the attached Request for Appropriation Adjustment (Exhibit III) in the amount of \$156,000 for fiscal year (FY) 2010-11, to accept funding from CSTE, for DPH's participation in the IISP. This Appropriation Adjustment will increase DPH's budgeted Services and Supplies [S&S] appropriation for FY 2010-11 and is fully offset by the funds received by CSTE.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, your Board is authorizing DPH to accept funding to participate in IISP. The project will support DPH's Acute Communicable Disease Control Program's (ACDC) and Public Health Laboratory's ability to determine and report in real time, the locality-specific weekly incidence of Influenza Like Illness (ILI) and laboratory confirmed influenza among persons seeking medical care for Acute Respiratory Infections (ARI). The annual influenza season starts in the month of August. The grant provides funding for a part-time Public Health Microbiologist and 1.0 FTE contract Epidemiology Analyst to determine and report in real time the incidence of ILI and laboratory confirmed influenza for one year. This is in support of the Pandemic and All-Hazard Preparedness Act to enhance public health security preparedness by providing near-real-time national public health situational awareness capability.

Tracking the incidence of influenza allows for disease burden comparisons, alerts public health officials of increases beyond usual seasonal activity, and improves measures of influenza monitoring specificity. The IISP will report the incidence of ILI and laboratory confirmed influenza throughout the season. This project will also test protocols that could meet the needs for increased surveillance during a pandemic, such as timely test result confirmation.

On November 21, 2006, your Board authorized approval of Agreement Number H-702550 with PHFE. Under Agreement Number H-702550, PHFE provides personnel and operational services that support preparedness and response to bioterrorism and other public health threats, including pandemic influenza.

Amendment Number 13 to Agreement Number H-702550 is necessary due to the fact that personnel services are required promptly, the services are temporary in nature, and the Epidemiology Analyst position is a difficult to recruit item. Additionally, obtaining these services under Agreement Number H-702550 will expedite program initiation, as executing and negotiating a new agreement would take longer to complete. Finally, DPH could not use the delegated authority approved by your Board on July 13, 2010, which permits DPH to execute new agreements related to public health emergency preparedness and response, as funding for these agreements was limited to funds received from the Centers for Disease Control and Prevention (CDC) and/or CDPH only.

Under the agreement with PHFE, specific responsibilities of the Epidemiology Analyst will include recruitment and retention of medical providers who will enroll patients with consent, obtain survey information about respiratory illness, and collect respiratory specimens. The position will be

responsible for collecting data and testing results for analysis and preparation of summary reports. During periods of increased workload, the position will also assist the Public Health Laboratory to complete test requisitions using the clinical laboratory information system and contacting submitters to obtain all required information to complete test requests.

Approval of the Appropriation Adjustment will allow DPH to reflect these CSTE funds in DPH's FY 2010-11 Adopted Budget and secure the temporary personnel services provided by PHFE.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under the proposed Board actions, DPH will receive a total of \$220,606 from CSTE for the term of June 1, 2010 through May 31, 2011.

Amendment Number 13 to Agreement Number H-702550 with PHFE will increase the maximum obligation by \$77,310, from \$31,414,026 to \$31,491,336, 100 percent offset by funding from CSTE.

The Appropriation Adjustment in the amount of \$156,000 is necessary to cover the increased services and supplies costs (i.e. PHFE agreement) for FY 2010-11.

Funding for future FYs will be requested as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The IISP was initiated during the 2009 H1N1 influenza pandemic. Eight states and/or jurisdictions were identified at that time to monitor the age-specific incidence of medically-attended ILI and influenza-associated ILI in real time throughout the influenza season. In April 2010, DPH received a Funding Opportunity Announcement for four additional states and/or local health agencies to participate in the project. DPH submitted an application for this FOA in May 2010.

In early June 2010, DPH received the CSTE award in the amount of \$220,606 to participate in the IISP for the period of June 1, 2010 through May 31, 2011.

County Counsel has reviewed and approved Exhibit I and II as to form. Exhibit III is the Appropriation Adjustment and Attachment A is the Grant Management Statement required for grant awards exceeding \$100,000.

CONTRACTING PROCESS

On November 21, 2006, your Board approved Agreement Number H-702550 with PHFE in the amount of \$7,878,715 for the provision of personnel and operational services to perform vital work for preparedness and response to bioterrorism and other public health threats, including pandemic influenza. Subsequently, DPH has executed amendments one through 12 which have, to date,

increased the maximum obligation to \$31,414,026.

Under your Board's delegated authority of February 6, 2008, DPH executed Amendments 1 through 4 increasing the total maximum obligation to \$20,286,246 allowing DPH to continue providing specialized personnel and consultants that are difficult for the County to recruit and train in a timely manner to perform vital work needed to prepare for and respond to public health emergencies which included exploring ways Public Health and Los Angeles County businesses could collaborate to mutually enhance their level of preparedness by hosting and coordinating workshops and joint planning sessions.

Under your Board's delegated authority of January 13, 2009, July 28, 2009, and September 29, 2009, DPH executed amendments 5, 6, and 7, respectively, increasing the maximum obligation to \$27,146,363 for additional operational services and activities related to Information Technology Project Support, Pandemic Influenza, and other specialized tasks required for bioterrorism preparedness and response by continuing to provide DPH with specialized personnel and consultants that enhance the capacity of DPH to rapidly detect, investigate, and mitigate the effects of outbreaks of illness that may be naturally occurring or result from acts of terrorism involving biological agents.

Under your Board's delegated authority of September 29, 2009, DPH also executed amendments 8 and 9 increasing the maximum obligation to \$28,322,647 to enhance, strengthen, and support ongoing efforts of DPH's preparedness and response to pandemic influenza by strengthening and sustaining the public health workforce; increasing laboratory capacity and capabilities; planning for and implementing large-scale mass vaccination activities; developing effective public and risk communication; developing effective community mitigation guidance; and addressing gaps and other challenges related to preparedness and response to influenza pandemic.

Under your Board approval of February 9, 2010, DPH executed amendments 10 and 11, increasing the total maximum obligation to \$29,092,180 to increase the scope of work to continue to recruit, train and retain qualified staff and subcontractors that perform specialized and vital work needed to prepare for and respond to public health emergencies; coordinate Health Alert Network activities; support the provision of project management, business analysis, development, and quality assurance services in support of various preparedness and response IT projects and activities; process mapping; and software architecture and design support.

Under your Board authority of July 28, 2009, DPH executed Amendment 12 to accept \$2,321,846, increasing the total maximum obligation to \$31,414,026 to support the development of a new initiative aimed at improving community disaster preparedness; community and schools liaison activities; planning for special needs populations; specialized laboratory and epidemiology work; and the development of emergency plans.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board acceptance of the award will allow DPH to participate in the IISP.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:jr

Enclosures

c: c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



Leaders in Applied Public Health Epidemiology

National Headquarters
2872 Woodcock Boulevard | Suite 303
Atlanta, Georgia 30341
770.458.3811 | fax 770.458.8516

www.cste.org

CSTE is an organization that supports epidemiologists practicing at the state, territorial, tribal, and local levels.

Executive Board:

June 3, 2010

President:

Mel Kohn, MD, MPH
Director, Public Health Division
Oregon

Laurene Mascola, MD, MPH
Chief of Acute Communicable Disease Control Program
Los Angeles County Department of Public Health
Acute Communicable Disease Control
313 North Figueroa Street, Room 212
Los Angeles, CA 90012

President-Elect:

Stephen Ostroff, MD
Director, Bureau of
Epidemiology
Pennsylvania

Vice President:

Perry Smith, MD
State Epidemiologist
New York State

Dear Dr. Mascola,

Secretary – Treasurer:

Tom Safraneck, MD
State Epidemiologist
Nebraska

Congratulations on being selected to participate in the **Influenza Incidence Surveillance Project (IISP)**. Please consider this correspondence your notice of award. Two copies of the Contract agreement between the Council of State and Territorial Epidemiologists (CSTE) and the **LAC Department of Public Health** will be sent to you, pending final budget negotiations. You will receive notification when the two copies of the contracts have been sent. Please return one signed original copy to the address below and keep the other one for your records. If you have any questions regarding the contracts, please let me know.

**Chronic Disease / MCH /
Oral Health:**

Sara Huston, PhD
Cardiovascular Epidemiologist
Heart Disease and Stroke
Prevention Branch
North Carolina

The project period for this award will begin on June 1, 2010 and end on May 31, 2011. Influenza surveillance activities will run from August 1, 2010 to July 31, 2011 and will require either an extension of the award budget period or award of new funds to cover the period between June 1, 2011 and July 31, 2011.

Environmental /

Occupational / Injury:
Martha Stanbury, MSPH
Manager, Division of
Environmental Health
Michigan

Finally, CSTE and CDC will be making site visits to each jurisdiction participating in this project. CSTE will confirm dates with each site. We expect that site visits will occur throughout July and before the start surveillance start date.

Infectious Disease:

Laurene Mascola, MD, MPH
Chief, Acute Communicable
Disease Control Program
Los Angeles County

Thank you for the excellent application. We look forward to working with you on this important project through the next influenza season. If you have any questions, please contact Lisa Ferland at lferland@cste.org.

Sincerely,

Members-At-Large:

Michael Landen, MD, MPH
Deputy State Epidemiologist
New Mexico

Robert Rolfs, MD, MPH

State Epidemiologist
Utah

Duc Vugia, MD, MPH

Chief, Infectious Disease Branch
California

Executive Director:

Patrick J. McConnon, MPH

Patrick J. McConnon, MPH
Executive Director

GENERAL CONTRACT AGREEMENT

| | | | | | |
|---|--|-------------|--------------|-----------|--------------|
| BUYER: Council of State & Territorial Epidemiologists (CSTE) 2872 Woodcock Blvd., Suite 303 Atlanta, GA 30341-4015 Phone: (770) 458-3811 Fax: (770) 458-8516 | SELLER: Los Angeles County Department of Public Health Agency 313 North Figueroa Street, Room 212 Los Angeles, CA 90012 | | | | |
| CSTE AUTHORIZING OFFICIAL: Patrick McConnon Executive Director | AUTHORIZING OFFICIAL: Jonathan Freedman Chief Deputy Director | | | | |
| CSTE PROJECT MANAGER: Lisa Ferland Research Analyst Phone: 770-458-3811 E-mail: lferland@cste.org | PROJECT MANAGER: Laurene Mascola, MD Chief, Acute Communicable Disease Control Program Phone: 213.240.7941 E-mail: lmascola@ph.lacounty.gov | | | | |
| | | | | | |
| PROJECT/PRODUCT DESCRIPTION (See Article I and Statement of Work, Attachment 1): Development and Participation in Influenza Incidence Surveillance Pilot Project | | | | | |
| DELIVERY SCHEDULE: See Statement of Work for delivery schedule (Article I and Attachment 1) | | | | | |
| PERIOD OF PERFORMANCE: <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 30%;">Start Date:</td> <td style="border: none; width: 40%;">June 1, 2010</td> <td style="border: none; width: 30%;">End Date:</td> <td style="border: none;">May 31, 2011</td> </tr> </table> | | Start Date: | June 1, 2010 | End Date: | May 31, 2011 |
| Start Date: | June 1, 2010 | End Date: | May 31, 2011 | | |
| CONTRACT PRICE (See Article II): not to exceed \$220,606 | | | | | |
| PAYMENTS TERMS (See Article IV): Funds shall not exceed \$220,606 and will be dispersed upon receipt of invoices from the seller for allowable costs and fees actually incurred and chargeable to CSTE in accordance with the budget categories indicated in Attachment II. In all cases, funds will be dispersed upon receipt of invoice from the seller, up to one invoice per month. | | | | | |
| TYPE OF CONTRACT: Cost Reimbursement (See Article III) | | | | | |
| TERMS AND CONDITIONS: See Articles I through XXIV included as a part of this agreement for applicable Terms and Conditions. | | | | | |
| _____ Patrick McConnon Executive Director Council of State & Territorial Epidemiologists | _____ Jonathan Freedman Chief Deputy Director Los Angeles County Department of Public Health Agency | | | | |

GENERAL CONTRACT AGREEMENT
CONTRACT TERMS AND CONDITIONS

Article I – Statement of Work

More details are set forth in Seller's Statement of Work as appended hereto as Attachment 1.

Article II – Cost

- A. The total price to CSTE for the performance of this General Contract Agreement shall not exceed **\$220,606** unless changed by written amendment to this Agreement. All funding shall be contingent upon the availability of funds from the CDC (Cooperative Agreement No. 5U38HM000414).
- B. Seller's budget is appended hereto as Attachment II.

Article III – Type of Contract

This Agreement is considered a Cost Reimbursement contract. It is recognized by both parties that the actual price for this project may vary either above or below the price set forth in Article II, but will have no effect on that price, unless amended as set forth in Article XVI. If this contract is for a set rate per hour and payment for hours incurred, payments will only be made for actual hours incurred up to the not to exceed price.

Article IV - Payment

- A. CSTE shall reimburse Seller for allowable costs and fees actually incurred and chargeable to CSTE in accordance with the budget categories indicated in Attachment II upon being invoiced by Seller and upon approval of the invoice by CSTE's Executive Director. Invoices shall be submitted for partial payments or in full to:

Jennifer Lemmings
Council of State and Territorial Epidemiologists
2872 Woodcock Boulevard
Suite 303
Atlanta, GA 30341-4015

- B. Payment shall be made by CSTE within thirty (30) days of receipt of invoice. All checks should be made payable to:

Los Angeles County – Department of Public Health

and mailed to:

Financial Management
5555 Ferguson Drive, Room 100-50
City of Commerce, CA 90022
Attention: Revenue Unit

Article V – Publicity

No party will use the name of any other party in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

Article VI – Governing Laws

This Agreement shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

- A. The Seller agrees to comply with and abide by all relevant and applicable laws and regulations of federal, state, and local governments/agencies.

- B. Seller assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. Seller will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article VIII – Rights in Data, Publication, and Copyright

The Funding Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, any work developed under the Agreement.

Article IX – Intellectual Property

Existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this agreement shall be the exclusive property of CSTE in accordance with 37 CFR Part 401.

Article X – Termination

- A. Either party may terminate this Agreement hereto by giving written notice to the other party seven (7) days in advance of a specified date of termination.
- B. Upon receipt of such notice from CSTE, Seller shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Agreement, and shall exercise reasonable diligence to cancel or redirect commitments for personnel services to its other activities and operations.
- C. CSTE shall remain liable for all cost incurred under this Agreement, including any of the above mentioned commitments entered into by Seller in good faith prior to the receipt of the termination notice. Upon payment of such costs, CSTE shall be entitled to, and Seller agrees to deliver, the information and items, which, if the Agreement had been completed, would have been required to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Agreement and for one (1) year thereafter, neither party nor any of their affiliates will offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE or their affiliates, without first obtaining the written consent of applicable Managing Directors.

Article XII – Independent Contractor

- A. In the performance of all services hereunder, Seller shall be deemed to be and shall be an independent contractor.
- B. No party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other.

Article XIII – Indemnification

- A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act of omission of Seller, and shall indemnify and hold Seller harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Seller assumes all risk of liability with respect to its performance of any activity relating to this project, other than liability arising out of any act or omission of CSTE, and shall indemnify and hold CSTE harmless from all liability arising out of acts or omission of Seller, its employees and agents.

Article XIV – Nondiscrimination and Affirmative Action

Seller certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity, or affirmative action, and that, whenever required, valid assurances of compliance are on file with the cognizant enforcement agency. Whenever applicable, the above statement of certification includes, but is not necessarily limited to, the following acts:

- Title IV of the Civil Rights Act of 1964

- Executive order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975, as amended
- Affirmative Action Obligations of Contractors and Subrecipients for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
- Title IX of the Higher Education Act of 1972

Article XV – Seller Certifications

A. Debarment and Suspension

Seller certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for the awards of Contracts, by any Federal Agency, in accordance with OMB Guidelines (53 FR19161-19211).

B. Certification of Non-Delinquency of Federal Debt

Seller certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Seller certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F.

D. Certification Regarding Lobbying

Seller certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid, by or on behalf of Seller, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

E. Conflicts of Interest

Seller certifies that it has established Conflict of Interest Policy that complies with all requirements, rules and principles of 60 FR 35810, Part III incorporated herein by reference.

F. Misconduct in Science

Seller certifies that it has established as defined in Article XI, B, administrative policies as required by 42 CFR Part 50, Subpart A.

Article XVI – Changes

The Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

Article XVII – Retention and Access to Records

Recipient shall retain records pertinent to this project for 3-years after the end of the project unless any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period. In the case of any of these actions, records shall be retained until all actions have been resolved. Recipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this agreement exceeds \$100,000, Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Debt Collection

HHS Claims Collection Regulations (45 CFR Part 30, Subpart B), provides for interest and penalties on all delinquent debts and will be applicable to this agreement if debt collection becomes necessary.

Article XX – Smoke-Free Workplace

Recipient agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias, and other public space.

Article XXI – Financial Audit

Recipient is subject to audit requirements as set forth in 45 CFR Part 74.26.

Article XXII – Confidentiality

Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract.

Article XXIII – Severability

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXIV - Warranty

Seller shall provide that any services provided under this contract will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this contract shall meet the merchantability standards and meet fitness standards for the intended purpose.

Explained or stricken

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate.

Patrick McConnon, MPH
Executive Director, CSTE

Jonathan Freedman
Chief Deputy Director

Attachment I

Influenza Incidence Surveillance Project

1. Name: Los Angeles County Department of Public Health Agency
2. Method of Selection: Competitive Bid
3. Period of Performance: June 1, 2010 – May 31, 2011

The project period will begin on June 1, 2010 and end on May 31, 2011. Influenza surveillance activities will begin August 1, 2010 and end July 31, 2011. Continuation of funding after May 31, 2011 will be distributed and awarded based on the availability of federal funds and progress toward meeting the objectives of the project.

4. Scope of Work

The purpose of this project is to continue last year's Influenza Incidence Pilot Project which provided support for activities to determine and report real time, locality-specific weekly incidence of ILI, ARI and laboratory confirmed influenza among persons seeking medical care for acute respiratory infection for one full year. This project will also test protocols that could meet some of the needs for increased surveillance during a pandemic, such as timely test result confirmation from state laboratories. In addition, the project will allow providers to gain experience with increased reporting and specimen collection practices and laboratories to gain experience handling increased volumes of specimens for testing.

The recipients will complete the following objectives and activities:

1. *Determine the incidence of medically attended ARI and ILI.*
 - o Recipients would be responsible for recruiting 5-6 providers with a weekly patient volume of approximately 100-150 patients to conduct the following:
 - Estimate the patient panel (total number of patients managed by the provider in one year) by age
 - Report the following weekly to the CDC investigators:
 - All patient visits by age group (<1 year, 1-2, 2-4 years, 5-17 years, 18-24 years, 25-49, 50-64 years and 65 years or older)
 - ARI visits by age group
 - ILI visits by age group (this will be a subset of the ARI patients)
2. *Determine the incidence of laboratory-confirmed influenza in health care seeking populations.*
 - o Recipients would be responsible for recruiting providers to conduct the following:
 - Provider will obtain a nasal wash, nasal, or nasopharyngeal specimen from patients with ARI seen during the week
 - From the first 10 patients with ILI each week, providers will collect either a second specimen or split the specimen used for rapid testing for PCR testing.
 - Report the following weekly to the CDC investigators:
 - Rapid testing (supplied at no cost through CSTE) on all ARI patients by age group
 - Brief patient demographic and clinical data on the same 10 patients sampled

3. *Determine the etiologic agents attributable to influenza negative ILI.*
 - o State Public Health Laboratory will process and test specimens collected by providers such that influenza incidence may be reported throughout the season.
 - o Testing should be conducted within 2 weeks using a multiplexed PCR respiratory virus panel. Pathogens in the panel should include, but are not limited to:
 - Non-specific Influenza A, A subtypes 2009 H1, H1 and H3, and influenza B
 - RSV
 - Adenovirus
 - Parainfluenza viruses 1-3
 - Human metapneumovirus
 - Rhinovirus
 - o **Report the lab results weekly to CDC Investigators, but may lag by 1-2 weeks behind the incidence data**
4. *Attend the Influenza Incidence Surveillance Project in person meeting on July 22-23 in Atlanta, GA*

5. Deliverables:

Weekly data reports should be submitted to CDC investigators on agreed day of the week.

- o ARI/ILI tally data:
 - new file each week with only the previous week's data
 - contains ARI, ILI, and total patient counts by age group
 - contains the rapid test results in aggregate by age group
- o Patient data and summary test results:
 - a single cumulative file, updated each week
 - contains the data collected by the provider in the demographic and clinical information form
 - contains results of PCR testing in summary form for each respiratory virus (i.e., pos/neg/indet)
- o Detailed PCR test results:
 - format will be determined by the laboratory personnel
 - contains the laboratory test result values specific to the type of test performed (i.e., CT values for RT-PCR, MFI values for Luminex xTag RVP)

Invoices will be submitted on a monthly basis to CSTE with reports on expenditures.

The Los Angeles County Department of Public Health Agency agrees to provide CSTE reports as requested. These reports may include data generated during the reporting period, progress associated with project, timeliness for completion of project, problems associated with the project, and projections and recommendations for the remainder of the project

A final report (guidelines TBD) and all deliverables unless previously outlined will be prepared upon study completion. All deliverables must be submitted to CSTE by **May 31, 2011**. *A final invoice must be submitted to CSTE within 30 days of contract end date.*

Seller agrees to perform all activities described in the application submitted for this project (Influenza Incidence Surveillance Project).

Attachment II - LOS ANGELES COUNTY IISP

I. PERSONNEL \$36,642

Epidemiology Analyst (100%, contractual)

The Epidemiology Analyst is responsible to recruit and maintain participating practices, and to consult on all aspect of the Influenza Incident Surveillance Project. The position reports to the project coordinator and maintains professional integrity regarding all aspects of data gathering, entry and quality assurance procedures and assists the Principal Investigators with written reports and oral presentations summarizing project surveillance data. During periods of increased workload, the position will also assist the Public Health Laboratory to complete test requisitions using clinical laboratory information system and contacting submitters to obtain all required information to complete test requests. See salary listed under contractual cost.

Public Health Microbiologist I (50%) \$36,642

The 0.5 FTE Public Health Microbiologist I will perform PCR testing, viral culture and other influenza laboratory tests and report data as specified in the surveillance protocols. This person will also work closely with all provider sites to ensure each site has adequate testing supplies and specimen collection kits for submission to LACPHL, maintain and set up courier services, report results to clinicians and submit positive specimens to CDC.

II. EMPLOYEE BENEFITS \$17,233

Employee benefits are currently at 47.03% for full-time employees ($\$36,642 \times .4703 = \$17,233$).

III. OPERATING EXPENSES \$119,826

Equipment \$10,500

A freezer (\$10,500 including tax) is needed to increase testing capacities and would be used to accommodate specimen storage after testing.

Supplies \$8,990

Office supplies include stationery, paper, file folders, dividers, labels, computer disks and other supplies required to support the Influenza Project.

1.5 FTE x \$500/year/FTE = \$750

Sentinel sites supplies include specimen collection tubes and swabs.

10 specimen x 6 sites x 52 wks x \$2/specimen collection kit = \$6,240

Computer and software licenses for the Epidemiology Analyst: \$2,000

Travel \$2,496

Out-of-State: Funds of \$2,469 are requested for project staff to attend the CSTE annual conference. (\$64 x 6 days = \$384 per diem; \$192 x 5 nights = \$960 lodging; Airfare \$450; Registration \$675)

Other \$56,480

Participant Incentives: Monthly incentives for six sites to be distributed upon successful reporting at the end of each month. We estimate that in order to complete all objectives outlined in the project, a health care provider will need to spend one hour per patient. Staff time plus overhead costs is estimated at \$25 per hour. Therefore incentives will be critical for retaining their participation.
 6 sites x 5 patient/site/wk x 52 wk x \$25 = \$39,000

Courier: Weekly specimen pick-up from health providers
 6 sites x 52 wk x \$40/trip = \$12,480

Printing materials: Newsletter, training and health educational materials will be developed and distributed to health care providers. The proposed budget of \$5,000 includes printing and mailing cost.

Contractual \$77,310

Due to limited time of the grant, a contract Epidemiology Analyst will perform the duties as described above. \$55,000 base salary with 30% employee benefits (\$16,500) and 8% indirect cost (\$4,400), in addition to \$1,410 to reimburse the staff for the use of personal vehicle and parking expenses incurred traveling to participating sites and attending project-related meetings. The average monthly travel is estimated at 250 miles (\$.47 x 250 miles x 12 months = \$1,410).

Rapid Influenza Test Kits

LAC DPH estimates that 6 clinic sites will see an average of 20 ARI patients per week totaling a need for approximately 5160 kits.

| | |
|--|------------------|
| IV. INDIRECT COSTS | \$10,956 |
| Indirect cost is currently at 29.90% of salaries and wages of full-time and part-time County personnel (\$36,642 X .299 = \$10,956). | |
| V. TOTAL GRANT PROPOSAL | \$220,606 |
| VI. IN-KIND FUNDING | \$237,000 |
| Direct costs for reagent utilized in Luminex® testing: \$79 x 3,000 = \$237,000 | |
| VII. TOTAL PROJECT BUDGET | \$457,606 |

Contract No. H-702550-13

PERSONNEL AND OPERATIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 13

THIS AMENDMENT is made and entered into this _____ day
of _____, 2010;

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC., (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled "PERSONNEL
AND OPERATIONAL SERVICES AGREEMENT", dated December 29, 2006, and
further identified as County Contract Number H-702550 between County and
Contractor; and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, County has been allocated funds from the Council of State and
Territorial Epidemiologists (CSTE) (through the Centers for Disease Control and
Prevention [CDC]) to participate in a Influenza Incidence Surveillance Project, of which
a portion of these funds has been designated for Agreement; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Amendment shall be effective on September 1, 2010 through May 31, 2011.
2. Effective date of this Amendment, Attachment "T" (Statement of Work) and Schedule "T" (Contract Budget Summary) shall be added to Agreement as attached hereto and incorporated herein by reference.
3. Paragraph 3, DESCRIPTION OF SERVICES, shall be revised to read:
 - "3. DESCRIPTION OF SERVICES:
 - A. Contractor shall provide services in the form as described in the body of this Agreement and its current attachments and schedules.
 - B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves."
4. Effective upon the date of execution the current maximum contractual obligation for the term of August 10, 2010 through August 10, 2011 is increased by Seventy-Seven Thousand, Three Hundred Ten Dollars (\$77,310) for activities to be performed during the period of September 1, 2010 through and including May 31, 2011, as described in Attachment T and further detailed in Schedule T.
5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles
has caused this Amendment to be subscribed by its Director of Public Health and

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Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC., ("PHFE") _____
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

Rdt:07.20.10
Assignment#01553,jr

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM
SCOPE OF WORK**

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.
CONTRACT NUMBER: H-702550-13
SCHEDULE/ PROJECT NUMBER: T
TERM: Effective on the date of Board Approval - 5/31/11

| Objectives | Activities | Timeline (Activity Completed By) | Documentation/ Evaluation |
|--|---|---|--|
| <p>To provide qualified personnel to perform vital work for influenza surveillance in Los Angeles County</p> | <p>Hire and conduct HR activities for the following staff: 1. Epidemiology analyst to confirm, enroll patients, participate in the recruitment and retention of medical providers, support and obtain survey data and information in accordance with the Influenza Incident Surveillance Project. The position reports to the project coordinator and maintains professional integrity regarding all aspects of data gathering, entry and quality assurance procedures and assists the Principal Investigators with written reports and oral presentations summarizing project surveillance data. During periods of increased workload, the position will also assist the Public Health Laboratory to complete test requisitions using clinical laboratory information system and contacting submitters to obtain all required information to complete test requests.</p> | <p>Effective on the date of Board Approval through May 31, 2011</p> | <p>Monthly Statement of Activities</p> |

EPRP

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH
EMERGENCY PREPAREDNESS AND RESPONSE PROGRAM

CONTRACT BUDGET SUMMARY

CONTRACTOR / VENDOR NAME : Public Health Foundation Enterprises, Inc.

CONTRACT / PURCHASE ORDER NUMBER: H-702550-13

SCHEDULE / PROJECT NUMBER: T

BUDGET PERIOD: Effective on the date of Board Approval to May 31, 2011

FUNDING SOURCE: CDC CSTE 10 - 11

| BUDGET SUMMARY | |
|------------------------|------------------|
| BUDGET CATEGORY | AMOUNT |
| Salaries | \$ 52,000 |
| Employee Benefits | \$ 17,550 |
| Travel | \$ 2,033 |
| Equipment | \$ - |
| Supplies | \$ - |
| Consultant/Contractual | \$ - |
| Other | \$ - |
| Indirect Costs* | \$ 5,727 |
| TOTAL | \$ 77,310 |

*To request funds for indirect costs, agency must have one of the following:
Federal Negotiated Indirect Cost Rate Agreement (NICRA)
Auditor Certified Indirect Cost Rate

Indirect Cost is limited to 15% of total Salaries and Employee Benefits.
LINE ITEM BUDGET FORMS

PINK (1)

BA FORM 09/09

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 295

DEPARTMENT OF PUBLIC HEALTH

July 15, 2010

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010/11

4 - VOTES

SOURCES

USES

Public Health Programs
A01-PH-90-9031-23450
Federal Grant \$156,000
Increase Revenue

Public Health Programs
A01-PH-2000-23450
Services & Supplies \$156,000
Increase Appropriation

SOURCES TOTAL: \$ 156,000

USES TOTAL: \$ 156,000

JUSTIFICATION

To request Services & Supplies Appropriation for the Grant Award from Council of State and Territorial Epidemiologist (CSTE) for the Influenza Surveillance Project.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Jeremy D. Cortez
AUTHORIZED SIGNATURE JEREMY D. CORTEZ, CHIEF FINANCIAL OFFICER

18 SEP 7 2010

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- ACTION
- RECOMMENDATION

- APPROVED AS REQUESTED
- APPROVED AS REVISED

AUDITOR-CONTROLLER

BY *Karen Sukuma*

CHIEF EXECUTIVE OFFICER

BY *[Signature]*
August 8, 20 10

B.A. NO. 010

July 27 2010

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Public Health

Grant Project Title and Description

Influenza Incidence Surveillance Project

Funding Agency

Council of State and Territorial
Epidemiologists (CSTE)

Program (Fed. Grant #State Bill or Code #)

Centers for Disease Control and Prevention
Cooperative Agreement 5U38HM000414

Grant

Acceptance
Deadline
ASAP

Total Amount of Grant Funding: \$220,606

County Match Requirements: N/A

Grant Period: 12 months

Begin Date: 6/1/2010

End Date: 5/31/2011

Number of Personnel Hired Under this Grant:

Full Time 1.0

Part Time 0.5

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes No

Will all personnel hired for this program be placed on temporary "N" items? Yes No

Is the County obligated to continue this program after the grant expires Yes No

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No

b). Identify other revenue sources Yes No

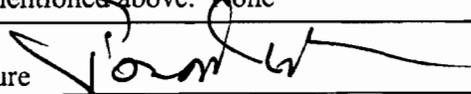
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes No

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

Department Head Signature



Date 7-22